

**UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA
OFFICE OF THE CLERK**

Denise M. Lucks
Clerk of Court

www.ned.uscourts.gov

M. Therese Bollerup
Chief Deputy Clerk

June 3, 2014

Prospective Contractors

Re: Clerk of the Court Ceiling Tile Project

The United States District Court is requesting proposals to paint ceiling tile grid and replace ceiling tiles in several offices located in various court spaces in Lincoln, NE. This project will be competitively bid among several vendors.

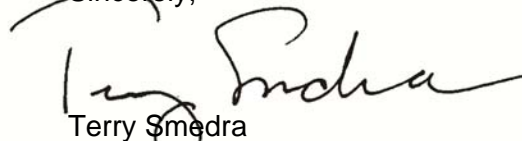
A pre-bid tour/meeting can be arranged and would be held at 100 Centennial Mall North, room 593, Lincoln NE. Please contact the contracting officer below for a date and time. A floor plan can be provided but must be requested by the contractor.

Proposals may be mailed, faxed, e-mailed or hand carried to the contact listed below by 4:30 p.m. CST June 10, 2014. Any proposal received after the listed date and time may not be considered.

Terry Smedra - Contracting Officer
U.S. District Court, c/o Admin Services
111 South 18th Plaza, Suite 1152
Omaha, Nebraska 68102-1322
(402) 661-7367, (402) 661-7387 fax
terry_smedra@ned.uscourts.gov

All questions must be submitted by email to the above email address.

Sincerely,



Terry Smedra
Contracting Officer

Enclosures (1)

Request for Quote - Cyclical Maintenance Projects
U.S. District Court for the District of Nebraska
Lincoln Ceiling Tile Project – FY 2014

1. Parties.

- a. Contractor. The “contractor” includes the contractor, the contractor’s employees, any subcontractor/supplier, or subcontractor’s/supplier’s employees who provide services to the court on behalf of the contractor at a specified price.
- b. Court. The “court” includes one or all of the following judicial agencies of the United States District Court for the District of Nebraska: the district court clerk’s office, the pretrial services office, and the probation office. Court projects may also include shared projects between the district court agencies and the bankruptcy court.
- c. General Services Administration (GSA). GSA is an independent federal government agency that leases space to other federal government agencies, including the court.

2. Statement of Work.

The contractor is responsible for and provides all labor, supervision, materials, and equipment necessary to complete the project listed below:

- Remove and replace all ceiling tiles in the areas marked on the attached map. Contractor will be responsible for disposing of all old ceiling tiles. All lighting, vents, fire alarms, sprinklers, or other ceiling-mounted items must remain in their current locations.
- Ceiling grid to remain in place and be painted. Contractor is responsible for choosing a paint that will adhere to the grid and provide information to the court on the paint prior to painting. Paint color on grid should match the tile color. Grid design cannot be changed. New tiles to be CertainTeed Symphony M 1220-OVT flat tiles, or of equal quality.

Location 1 – Courtroom 4 and Chambers
New ceiling tiles to be 2 x 2 acoustical tiles.

Location 2 – Courtroom 4 Jury Deliberation restrooms
New ceiling tiles to be 2 x 2 acoustical tiles.

Location 3 -- Pro Se Offices
New ceiling tiles to be 4 x 2 acoustical tiles.

Location 4 -- Courtroom 1 and 2 Jury Deliberation Rooms
New ceiling tiles to be 4 x 2 acoustical tiles.

Location 5 – Courtroom 1 and 2 Attorney Witness Rooms
New ceiling tile to be 4 x 2 acoustical tiles..

Location 6 – Mail Room
New ceiling tiles to be 4 x 2 acoustical tiles.

Location 7 – Training Room
New ceiling tiles to be 4 x 2 acoustical tiles.

Location 8 – LAN Room and Office
New ceiling tiles to be 4 x 2 acoustical tiles.

Important Information

The contractor is responsible for moving all furniture, boxes, and equipment necessary to paint the ceiling grid and replace the ceiling tiles. Contractor shall protect all furniture, equipment, and carpeting during demolition and installation of the new ceiling tiles. Contractor will clean/vacuum each area location as the project is completed, before moving furniture, boxes, and equipment back to their original locations.

Contractor will be responsible for disposing of ceiling tile. There is no dumpster on site for contractors to use. If a dumpster is required, it must be provided by the contractor. Any cost associated with ordering a dumpster for the project shall be paid for by the contractor. Prior approval must be received from the court before a dumpster can be ordered and delivered.

Bid for the project must list pricing for each location separately. Project will be awarded based on availability of funds. Note that all project locations may not be awarded.

All work shall be completed Monday - Friday during regular business hours of 8:00 a.m.– 4:30 p.m. *Note: If another tenant or member of the public complains of odor or noise, work may need to be completed after hours. If work has to be completed after hours, the contractor and the court shall negotiate any additional costs, if any.*

3. Location and Court Point of Contacts.

Location(s) are shown within the attached building drawings (if applicable). Work will be performed on the 5th floor of the Robert V. Denney Federal Building, 100 Centennial Mall N, Lincoln, NE 68508.

The court's point of contacts (POC): Heather Saxman (402.661.7396) and Terry Smedra (402.661.7367)

4. **Pre-Bid Tours.** Only one pre-bid tour will be conducted. Please refer to cover letter for the date and time of the pre-bid tour. Prospective Contractors shall seek clarification of elements addressed in the Statement of Work or other aspects of the project during the pre-bid tour.
5. **Basis of Award.** Offers are evaluated based on price. Awards are made to the lowest-priced offer or quote which meets the technical requirements outlined in the statement of work and is made by a responsible offeror, subject to the availability of funds.
6. **Security Clearance.** All employees working on the project must undergo a background check. The court will provide the contractor with the *Department of Justice's Contractor Security Background Data Information Form*. The contractor must submit the completed form to the court's contracting officer (CO) within five days of the date the contract is awarded.
7. **References.** The contractor must supply a minimum of three references, including the following information: company address, contact name, and telephone number.
8. **Safety and Health**
 - a. All work must comply with the applicable OSHA and EPA requirements of 29 CFR §§ 1910 and 1926 and 40 CFR § 761. All work must comply with the applicable state and municipal safety and health requirements. If the applicable regulations conflict, the most stringent regulation applies.
 - b. The contractor must provide the materials, barriers, and safety equipment necessary to protect pedestrians and property during the implementation of this contract.
 - c. The contractor must provide all necessary safety equipment, ensure that the equipment is used properly, and ensure that safety procedures used are adequate for the job being performed.
 - d. The contractor must report any accidents which occur on the job site to the court and GSA.

- e. The contractor shall remove any and all hazardous materials brought into the courthouse at the conclusion of each work day or night and at the conclusion of the project, unless other arrangements have been made with the court and GSA. If any hazardous materials are left in the courthouse at the conclusion of the project, the contractor shall return to collect and properly dispose of the materials or the contractor will be charged for the disposal of those materials.
- f. Any construction project should consider Indoor Air Quality (IAQ) in design and implementation. If applicable, during demolition, dust and noise control must be included. During construction activities, those as well as odors and vapors must be controlled. Paints, varnishes, stains, solvents, etc. are to be low- or non-VOC (volatile organic compounds), unless no alternatives are available (documentation of such must be provided). Activities which may negatively impact other tenants in the building will be required to be conducted after normal working hours (after 6 p.m. and before 6 a.m. weekdays or weekends). Ventilation needed to control odors, dust, VOCs, etc., either for protection of construction workers or for deteriorated IAQ of building tenants, will be the responsibility of the Courts.

9. Insurance Certificate. Contractor chosen to complete this work must submit an acceptable insurance certificate, naming GSA as the insured party. The court shall provide the contractor with an example of how the insurance certificate should read. The following insurance coverage is required by Federal Acquisition Regulation (FAR) 28.307-2:

a. Workers' compensation and employer's liability.

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they will be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required (see 28.305(c)).

b. General liability.

- 1) The CO will require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- 2) The CO will require property damage liability insurance of at least \$50,000 per occurrence.

10. Security Drawings and Building Documents.

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective contractors. In support of this requirement, the court requires contractors to:

- a. limit reproduction, dissemination, or disclosure of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- b. use reasonable care to safeguard any drawings or solicitation documents provided by the court; and
- c. make every reasonable and prudent effort to destroy or render useless all drawings and solicitation documents, with the exception of the contractor's record copy.

11. Pre-Installation Requirements. Before repair or installation services commence, the contractor must inspect the work site and ascertain all information necessary for the diligent performance of the contract requirements. The contractor must notify the POC of any conditions that might prevent the performance of these requirements.

12. Supplies, Materials, Equipment, and Moving

- a. Unless otherwise agreed between the parties, the contractor must furnish and use supplies, materials, and equipment that are commercially available products of reputable manufacturers or suppliers. These supplies, materials, and equipment may not harm or damage the surfaces to which they are applied, nor any other part of the building, its contents, or equipment.
- b. The POC must approve and determine the suitability of the supplies, materials, and equipment used by the contractor before the contractor starts work. Note: The contractor cannot perform work that involves asbestos or lead paint. The court must refer this work to GSA for abatement.
- c. The contractor must supply warranty information on products, materials, and workmanship.
- d. The contractor must post Material Safety Data Sheets (MSDS) for all products used in this project at the job site that could pose a health risk, such as glue, paint, solvents, etc. Additionally, the contractor must provide a copy of the MSDS to the court and GSA. GSA reserves the right to prohibit the presence, storage, or use of any hazardous material in the building.
- e. The contractor will be responsible for moving all furniture, systems furniture, boxes, and equipment necessary to perform each project.

13. Workmanship.

- a. The contractor must coordinate and schedule all work with the POC.
- b. The contractor must use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for the proper completion of the work.
- c. The contractor must accomplish all work in accordance with the best practices of the trade.

14. Clean-Up.

- a. The contract must cover or remove all furniture from the space to ensure it is kept clean. Any furniture moved from the space is to be returned to its original location upon completion of the project. If the furniture is moved out of the space, the storage location must be approved by the court.
- b. The contractor must remove all debris generated in the performance of this contract on a daily basis. The contractor may not use the dumpsters or trash receptacles within the building. Any cost associated with ordering a dumpster for this project shall be paid for by the contractor. The contractor will inform the POC if a dumpster is needed.
- c. The contractor must remove and dispose of all unused materials, containers, wrappings, trimmings, and all other debris accumulated during performance of this contract.
- d. Upon completion of the project, the contractor must clean the space before moving back in furniture, boxes and equipment. Cleaning to include, but not limited to vacuuming and dusting.

15. Quality, Performance, and Acceptance.

- a. When a contract is signed, the court and the contractor intend to perform their respective obligations. The court will periodically inspect all work during the performance of the contract to assess the quality of work being performed. The contractor and court will agree to address all performance issues immediately after they are discovered, whether by the contractor or the court.
- b. The court monitors contract performance closely to ensure that required end-items are delivered on time and are in compliance with the statement of work.

- c. Work shall be completed within 30 days after post award meeting is held with the court and the contractor. Extensions may be granted but only with prior approval of the court.
 - d. Upon completion of the project, the POC will conduct a walk-through with the contractor to inspect the work. The POC will ensure that the work has been satisfactorily completed and conforms with requirements set forth in the contract. The POC has the right to reject any unsatisfactory material or workmanship.
- 16. Taxes.** The contractor is responsible for taxes on all materials and labor associated with this contract. The U.S. District Court is a tax exempt organization and will not pay for any taxes on materials or services.
- 17. Invoices.** For payment purposes, the contractor must mark the final invoice for payment as "Final Invoice for Payment."
- 18. Procurement Provisions, Clauses, Terms and Conditions.** Once the contractor has accepted a purchase order, by either signing the purchase order or providing the service, this Scope of Work will become the basis for the contract. The contractor selected for this award must abide by all of the terms and conditions listed below.

(A) Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

(B) Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN): _____
 TIN has been applied for.
 TIN is not required, because:
 Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the federal government.
- (e) Type of Organization:
 sole proprietorship;
 partnership;
 corporate entity (not tax-exempt);
 corporate entity (tax-exempt);
 government entity (federal, state or local);
 foreign government;
 international organization per 26 CFR 1.6049-4;
 other
- (f) Contractor Representations.
The offeror represents as part of its offer that it is or is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:
 Women Owned Business
 Minority Owned Business (if selected then one sub-type is required)
 Black American Owned
 Hispanic American Owned
 Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

[] Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[] Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

[] Individual/concern, other than one of the preceding.

The following provision is included by reference:

Provision 2-15, Warranty Information (JAN 2003)

(C) Clause B-5 Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

The following clauses are included by reference:

Clause 2-20B - Contractor Warranty (JAN 2010)

Clause 2-20C - Warranty of Services (JAN 2003)

Clause 3-3 - Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

Clause 3-160, Service Contract Act of 1965 (JUN 2012)

(In accordance with the Department of Labor Web site, the minimum wage shall be determined by the contractor from the attached list printed off the Department of Labor's website including fringe benefits as determined by the Secretary of Labor)

Clause 7-115, Availability of Funds (JAN 2003)